

1 BILL NO. S-85-04-16

2 SPECIAL ORDINANCE NO. S- 61-85

3 AN ORDINANCE approving Contract  
4 No. 85-XP-5 - 24" Indianapolis,  
5 Lafayette, Feightner Rd. Feeder  
6 Main, Div. 2 GM Project, by the  
City of Fort Wayne by and through  
its Board of Public Works and  
Safety and T-G Excavating, Inc.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
8 THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. That the annexed Contract No. 85-XP-5 - 24"  
10 Indianapolis, Lafayette Feightner Rd. Feeder Main, Div. 2 GM Pro-  
11 ject, is hereby ratified, and affirmed and approved in all respects.  
12 The work under said Contract requires:

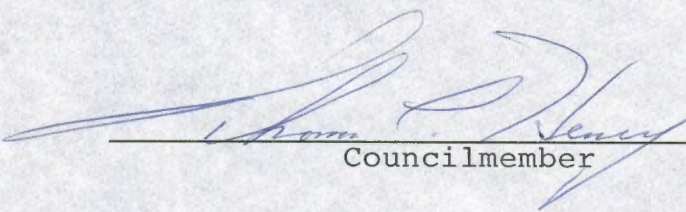
13 for the installation of 13,190+  
14 L.F. of 24" ductile iron water  
main, on Indianapolis Road, from  
15 Branstrator Road, Southwest to  
Lafayette Center Road, thence West  
16 on Lafayette Center Road to Feight-  
ner Road, thence North on Feightner  
17 Road approximately 2,100+ L.F.;

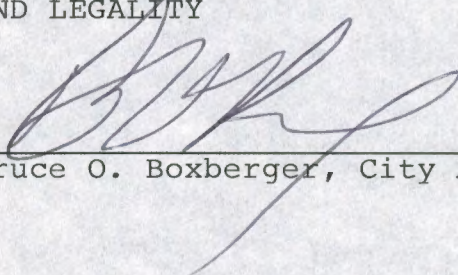
18 the Contract price is Four Hundred Seventy-Five Thousand Four  
19 Hundred Eighty-Four and 35/100 Dollars (\$475,484.35).

20 SECTION 2. Prior Approval was received from Council  
21 with respect to this Contract on March 26, 1985. Two (2) copies  
22 of the Contract attached hereto are on file with the City Clerk,  
23 and are available for public inspection.

24 SECTION 3. That this Ordinance shall be in full force  
25 and effect from and after its passage and any and all necessary  
26 approval by the Mayor.

27  
28  
29 APPROVED AS TO FORM  
AND LEGALITY

  
Councilmember

30  
31  
32   
Bruce O. Boxberger, City Attorney



Read the first time in full and on motion by Henry,  
seconded by Gustus, and duly adopted, read the second time  
by title and referred to the Committee City of Fort Wayne (and the City  
Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Chambers, City-County Building, Fort Wayne  
Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of  
\_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ .M., E.S.

DATE: 4-9-85

Nadja Eschoff  
SANDRA E. KENNEDY, CITY CLERK  
Chief Deputy

Read the third time in full and on motion by Henry,  
seconded by Stier, and duly adopted, placed on its  
passage. PASSED (LOST) by the following vote:

|                    | <u>AYES</u> | <u>NAYS</u> | <u>ABSTAINED</u> | <u>ABSENT</u> | <u>TO-WIT:</u> |
|--------------------|-------------|-------------|------------------|---------------|----------------|
| <u>TOTAL VOTES</u> | <u>7</u>    | _____       | _____            | _____         | _____          |
| <u>BRADBURY</u>    | <u>✓</u>    | _____       | _____            | _____         | _____          |
| <u>BURNS</u>       | <u>✓</u>    | _____       | _____            | _____         | _____          |
| <u>EISBART</u>     | <u>✓</u>    | _____       | _____            | _____         | _____          |
| <u>GiaQUINTA</u>   | <u>✓</u>    | _____       | _____            | _____         | _____          |
| <u>HENRY</u>       | <u>✓</u>    | _____       | _____            | _____         | _____          |
| <u>REDD</u>        | <u>✓</u>    | _____       | _____            | _____         | _____          |
| <u>SCHMIDT</u>     | <u>✓</u>    | _____       | _____            | _____         | _____          |
| <u>STIER</u>       | <u>✓</u>    | _____       | _____            | _____         | _____          |
| <u>TALARICO</u>    | <u>✓</u>    | _____       | _____            | _____         | _____          |

DATE: 4-23-85

Nadja Eschoff  
SANDRA E. KENNEDY, CITY CLERK  
Chief Deputy

Passed and adopted by the Common Council of the City of Fort  
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. S-61-85

on the 23rd day of April, 1985,

ATTEST:

(SEAL)

Nadja Eschoff  
SANDRA E. KENNEDY, CITY CLERK  
Chief Deputy

Mark E. GiaQuinta  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,  
on the 24th day of April, 1985,  
at the hour of 11:30 o'clock A.M., E.S.T.

Nadja Eschoff  
SANDRA E. KENNEDY, CITY CLERK  
Chief Deputy

Approved and signed by me this 25th day of April,  
1985, at the hour of 9:00 o'clock A.M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR



CONTRACT NO. 85-XP-5

BOARD ORDER NO. 24-85

WORK ORDER NO. 63762

THIS CONTRACT, made and entered into in triplicate, this 3rd day of April, 19 85, by and between T-G EXCAVATING, INC., hereinafter called CONTRACTOR, and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works, herein called OWNER,

WITNESSETH, that the Contractor and the Owner, for the considerations herein-after named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of:

13,190+ L.F. of 24" Ductile Iron Water Main, on Indianapolis Road, from Branstrator Road, Southwest to Lafayette Center Road, thence West on Lafayette Center Road to Feighner Road, thence North on Feighner Road approximately 2,100+ L.F.,

all according to Fort Wayne Water Utility Drawing No. Y-10595, Sheets 1 thru 8, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract, the sum of four hundred seventy-five thousand, four hundred eighty-four dollars and 35/100 cents (\$475,484.35). In the event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month based on the contract price of labor and materials incorporated in the work and as estimated by the Contractor and approved or revised by the Water Engineering Department, less the aggregate of previous payments, will be paid by Owner to the Contractor.



#### ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor, that the work is ready for final inspection and acceptance, the Board of Public Works and Safety will direct the Water Engineering Department to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works and Safety, which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon, the entire balance of the Contract sum shall be due and payable to the Contractor; provided, only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons, who have supplied labor, material, or equipment for the work, have been fully paid.

#### ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I. C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana, rendered against the City of Fort Wayne, in any suit or claim arising under said Workmen's Compensation Acts of the State of Indiana, now, or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

#### ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana by 1974, passed by the Common Council of the City of Fort Wayne, Indiana, as General Ordinance No. G-34-78 (as amended) on December 12, 1978. The successful bidder, at the time the Completion Affidavit is filed, shall also file a Manpower Utilization Report for this project.

#### ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935.



#### ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids, for Contract No. 85-XP-5.
- b. Instructions to Bidders for Contract No. 85-XP-5.
- c. Contractor's Proposal dated March 13, 1985.
- d. Fort Wayne Water Utility Engineering Department Drawing No. Y-10595, Sheets 1 to 8.
- e. Supplemental Specifications for Contract No. 85-XP-5.
- f. Detailed Specifications and Conditions for the Installation of Construction Standards and Water Main and Water Service Materials Standards of the Fort Wayne Water Utility, Engineering Department, latest revision, except as modified in the Supplemental Specifications.
- h. Workman's Compensation Act (I. C. 22-3-2-1).
- i. Non Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
- j. Prevailing Wage Scale.
- k. Performance and Guaranty Bond.
- l. Minority/Female Employment Requirements Option.

#### ARTICLE 9. GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the Contractor shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the water main by the City.

#### ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof, a certificate from an insurer acceptable to Owner showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to Owner.

#### ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies, which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility of the Owner, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

#### ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the contract within one hundred and twenty (120) consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13: COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the Owner, unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

T-G EXCAVATING, INC.

By: Thomas M. Stockamp  
THOMAS M. STOCKAMP, PRESIDENT

By: Harold R. Zimmer  
HAROLD R. ZIMMER, ASSISTANT SECRETARY

CITY OF FORT WAYNE, INDIANA

By: Win Moses, Jr.  
WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS AND SAFETY

David J. Kiester  
DAVID J. KIESTER  
DIRECTOR OF PUBLIC WORKS

Colette R. Simon  
COSETTE R. SIMON  
DIRECTOR OF ADMINISTRATION AND FINANCE

ATTEST:

Helen V. Gochenour  
HELEN V. GOCHENOUR, CLERK

Lawrence D. Consalvos  
LAWRENCE D. CONSALVOS  
DIRECTOR OF PUBLIC SAFETY

APPROVED AS TO FORM AND LEGALITY:

Ed Snuffer

APPROVED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE ON \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_.

SPECIAL ORDINANCE NO. \_\_\_\_\_.



ACKNOWLEDGEMENT

STATE OF INDIANA       )  
                              )     SS:  
COUNTY OF ALLEN       )

BEFORE ME, a Notary Public, in and for said County and State, this 26th  
day of MARCH, 1985, personally appeared the within  
named THOMAS M. STOCKAMP and HAROLD R. ZIMMER, who being by me first duly  
sworn upon their oaths, say that they are the President and Assistant Secretary,  
respectively, of T-G EXCAVATING, INC., and as such, duly authorized to execute  
the foregoing instrument and acknowledged the same as the voluntary act and  
deed of T-G EXCAVATING, INC., for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Joan E. Burns

NOTARY PUBLIC  
A Resident of Allen County, Indiana

JOAN E. BURNS  
Type or Print Name of Notary

MY COMMISSION EXPIRES:

3-5-88

ACKNOWLEDGMENT

STATE OF INDIANA     )  
                              ) SS:  
COUNTY OF ALLEN     )

BEFORE ME, a Notary Public, in and for said County and State, this 3rd day of April, 1985, personally appeared the within named WIN MOSES, JR., Mayor of the City of Fort Wayne; DAVID J. KIESTER, COSETTE R. SIMON, and LAWRENCE D. CONSALVOS, Members of the BOARD OF PUBLIC WORKS AND SAFETY, City of Fort Wayne, Indiana; and HELEN V. GOCHENOUR, Clerk of the Board of Public Works and Safety, City of Fort Wayne, Indiana, to me personally known, who being by me duly sworn said that they are respectively the Mayor of the City of Fort Wayne, the Members and Clerk of the Board of Public Works and Safety of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the FORT WAYNE WATER UTILITY of the City of Fort Wayne, Indiana, with full authority so to do and acknowledged said instrument to be the voluntary act and deed of said Department of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

L. Settimi McMahon

NOTARY PUBLIC  
A Resident of Allen County, Indiana

L. SETTIMI McMAHON

Type or Print Name of Notary

MY COMMISSION EXPIRES:

March 1, 1988



SPECIMEN FORM  
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

T-G Excavating, Inc., 5544 Huguenard Road

(Name of Contractor)

Fort Wayne, Indiana 46818

(Address of Contractor)

a Corporation, hereinafter called Principal,  
(Corporation, Partnership or Individual)

and Fidelity and Deposit Company of Maryland, Baltimore, Maryland  
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of Four Hundred Seventy Five Thousand Four Hundred eighty-four dollars and 35 cents Dollars (\$ 475,484.35 .)

(value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 3rd day of April, 19 85, for the construction of:

all according to the Fort Water Utility Engineering Department Drawing No.

Y-10595, Sheet(s) 1 thru 8, and special provisions, and according to the Detailed Specifications and Conditions for the Installation of Transmission and Distribution Mains, Construction Standards and Water Main and Water Service Materials Standards adopted July 7, 1982.

WHEREAS, said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.



NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations, furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor, or otherwise, then this obligation shall be void; otherwise, to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed \_\_\_\_\_ (3)  
\_\_\_\_\_  
(number)  
counterparts, each one of which, shall be deemed an original, this \_\_\_\_\_ day  
of \_\_\_\_\_, 19 85.

T-G Excavating, Inc.  
Principal

ATTEST:

Harold R. Gimmer  
(Principal) Secretary, Asst.  
(SEAL)

By Thomas M. Stockamp (SEAL)  
Thomas M. Stockamp, President  
5544 Huguenard Road  
(Address)

Fort Wayne, Indiana 46818

Linda Chondis  
Witness as to Principal

1401 de Paul Dr  
(Address)

Fort Haven In 46774

Fidelity and Deposit Company of Maryland  
Surety

By Duane E. Lupke  
Attorney-in-Fact Duane E. Lupke

ATTEST:

Virginia J. Apson  
(Surety) Secretary (attorney-in-fact)  
(SEAL)

Cynthia E. Reinking  
Witness as to Surety

Baltimore, Maryland  
(Address)

P.O. Box 11309  
(Address)

Fort Wayne, Indiana 46857

NOTE: Date of Bond must not be prior to date of Contract.  
If Contractor is Partnership, all partners should execute Bond.



Power of Attorney  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

HOME OFFICE, BALTIMORE, MD

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized in to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint Walter H. Lupke, Jr., Duane E. Lupke, Donald L. Coffey, Edward B. Rice, Walter E. Boose, Stephen E. Stewart, Barbara J. Hausz and Virginia T. Axson, all of Fort Wayne, Indiana, EACH.....  
its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.  
This power of attorney revokes that issued on behalf of Walter H. Lupke, Jr., et al, dated, August 2, 1983.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22nd day of February, A.D. 1984.



ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

*C W Robbins*  
Assistant Secretary

By *C M Pecot Jr*  
Vice-President

STATE OF MARYLAND  
CITY OF BALTIMORE

} SS:

On this 22nd day of February, A.D. 1984, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written.



*Carol J. Farns*  
Notary Public Commission Expires July 1, 1986

**CERTIFICATE**

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this ..... day of ..... 19.....

*[Signature]*  
Assistant Secretary

L1428a-CF-044-2987

FOR YOUR PROTECTION LOOK FOR THE F&D WATERMARK



(SPECIMEN FORM)  
CITY OF FORT WAYNE, INDIANA  
IMPROVEMENT TO FORT WAYNE WATER UTILITY  
PERFORMANCE AND GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that we T-G Excavating, Inc., Fort Wayne, Indiana  
(Contractor or Developer) as Principal, and the Fidelity and Deposit Company of Maryland  
(Insurance Company), a corporation organized under the laws of the State of  
Maryland (State and Date), and duly authorized to transact  
business in the State of Indiana, as Surety, are held firmly bound unto the City  
of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of \$475,484.35  
(value of work) for the payment whereof well and truly to be made, the Principal  
and the Surety bind themselves, their heirs, executors, administrators, succes-  
sors and assigns, jointly and severally, firmly by those present. The condition  
of the foregoing obligation is such that

WHEREAS, the Principal has entered into contract with the City or has applied  
for authority to construct or cause to be constructed, a water main to become  
part of the City's water distribution system, which said water main is to be  
built and constructed according to plans and specifications prepared by or  
approved by City and known as the Contract No 85-XP-5, Fort Wayne, Indiana; and  
(Name of Project)

WHEREAS, the grant of authority by City to so construct such water main  
provides:

1. That said water main shall be completed according to said plans and speci-  
fications, and warrant and guarantee all work, material, conditions of the  
water main for a period of one (1) year from the date of final acceptance  
in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after comple-  
tion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifica-  
tions, and repairs as required by the City within thirty (30) days after  
notice; and,
4. To agree to maintain said water main for a period of one (1) year following  
written acceptance by the City of said water main; and



WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and cause said water main to become a part of the City water distribution system, and shall for one (1) year after acceptance of said water main by City maintain said water main and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

ATTEST:

Harold R. Gimmer

ASST. SECY.

(Title)

T-G Excavating, Inc.

(Contractor or Developer)

BY: Thomas M. Stockamp  
(Name) Thomas M. Stockamp

President

(Title)

Fidelity and Deposit Company of Maryland

(Insurance Company) Surety

\*BY: Duane E. Lupke  
Authorized Agent Duane E. Lupke  
Attorney-in-fact

\*If signed by an agent,  
power of attorney must be attached



Power of Attorney  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

HOME OFFICE, BALTIMORE, MD

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint Walter H. Lupke, Jr., Duane E. Lupke, Donald L. Coffey, Edward B. Rice, Walter E. Boose, Stephen E. Stewart, Barbara J. Haus and Virginia T. Axson, all of Fort Wayne, Indiana, EACH.....  
~~its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as~~  
~~its act and deed any and all bonds and undertakings.....~~

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.  
This power of attorney revokes that issued on behalf of Walter H. Lupke, Jr., etal, dated, August 2, 1983.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22nd day of February, A.D. 1984.

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

ATTEST:



*C W Robbins*  
Assistant Secretary

By *C M Pecot Jr*  
Vice-President

STATE OF MARYLAND  
CITY OF BALTIMORE

SS:

On this 22nd day of February, A.D. 1984, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written.



*Gary J. Finner*  
Notary Public Commission Expires July 1, 1986

**CERTIFICATE**

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this ..... day of ..... 19.....

L1428a-CF-044-2987

*C W Robbins*  
Assistant Secretary



STATE OF INDIANA:

SS:

COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said State, personally appeared

THOMAS M. STOCKAMP

PRESIDENT

(name)

(title)

and

HAROLD R. ZIMMER

ASSISTANT SECRETARY

(name)

(title)

of

T-G EXCAVATING, INC.

and


(company)

DUANE E. LUPKE

Attorney in Fact, for said FIDELITY AND DEPOSIT COMPANY OF MARYLAND

as surety, with both of whom I am personally acquainted, and acknowledged that they subscribed their signatures to the above and foregoing bond, in their respective official capacities of aforesaid.

SUBSCRIBED TO, before me, a Notary Public, this 26 day of MARCH,  
19 85.

  
Notary Public JOAN E. BURNS

Resident of ALLEN County, IN.

My Commission Expires:

3-5-88



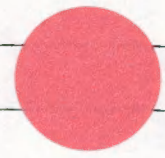
TITLE OF ORDINANCE Contract 85-XP-5 - 24" Indianapolis, Lafayette, Feightner Rd.  
Feeder Main, Div. 2, GM Project.

DEPARTMENT REQUESTING ORDINANCE Board of Public Works and Safety

*J-85-04-16*

SYNOPSIS OF ORDINANCE The Contract for 85-XP-5 - 24" Indianapolis, Lafayette, Feightner Road Feeder Main, Div. 2, GM Project, is for the installation of 13,190+ L.F. of 24" ductile iron water main, on Indianapolis Road, from Branstrator Road, Southwest to Lafayette Center Road, thence West on Lafayette Center Road to Feighner Road, thence North on Feighner Road approximately 2,100+ L.F. T-G Excavating, Inc. Contractor.

PRIOR APPROVAL RECEIVED on 3/26 /85



EFFECT OF PASSAGE Water Main to serve GM.

EFFECT OF NON-PASSAGE \_\_\_\_\_

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$475,484.35.

ASSIGNED TO COMMITTEE \_\_\_\_\_



BILL NO. S-85-04-16

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS  
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Con-ract No. 85-XP-5  
- 24" Indianapolis, Lafayette, Feightner Rd. Feeder Main, Div. 2  
GM Project, by the City of Fort Wayne by and through its Board of  
Public Works and Safety and T-G Excavating, Inc.,

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG  
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)  
(~~RESOLUTION~~)

YES

NO

Thomas C. Henry THOMAS C. HENRY  
CHAIRMAN

Janet G. Bradbury JANET G. BRADBURY  
VICE CHAIRWOMAN

Donald J. Schmidt DONALD J. SCHMIDT

James S. Stier JAMES S. STIER

Charles B. Redd CHARLES B. REDD

CONCURRED IN 4-23-85

SANDRA E. KENNEDY  
CITY CLERK